

PART I - SECTION B

SUPPLIES/SERVICES & PRICE/COST

B.1 GENERAL

The Contractor shall furnish and make available all of the necessary professional, technical, administrative and management services to accomplish the requirements set forth in Section C, Statement of Work.

B.2 TYPE AND TERM OF CONTRACT

The acquisition is an Indefinite Delivery Indefinite Quantity (IDIQ) delivery order, with fully loaded firm-fixed priced labor hour rates. The term of this order is one (1) base year and four (4) option years. This order is placed against the Environmental Services 899.1 GSA Schedule. The Contractor is subject to all terms and conditions of the GSA Schedule and the included FAA clauses.

See section M for tiered evaluation information.

The NAICS code for this procurement is 541620 with a size standard of \$6.5 million

The total for this award shall not exceed \$5,000,000, including the base year and any exercised option years.

B.3 LABOR CATEGORIES/PRODUCTIVE LABOR HOURS/BURDENED RATES

B.3.1 Labor Categories

Performance under this contract will require the labor categories specified and described under the 899.1 GSA Environmental Services Schedule, as shown below and in Section H:

Principal Consultant
Senior Consultant
Consultant
Junior Consultant
Professional Support
Researcher
Clerical Support

Should labor categories need to be added or current labor categories deleted, the Contractor must provide a matrix for the new labor categories. Please note that only labor categories currently listed on the existing GSA Schedule contract will be allowed. This change must be accomplished through a bilateral modification.

B.3.2 Productive Labor Hours

For purposes of this order and specific services, the Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under the scope of this contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave. "Productive direct labor hours" include hours expended by the Contractor on matters related to contract management and administration only to the extent those such hours are specifically excluded from indirect rates in accordance with the Contractor's usual accounting practices.

The estimated hours assigned to each labor category in the following price schedule may vary as the FAA and the Contractor mutually agree, but in no case will the variance result in an increase to the total not-to-exceed price of this order as awarded.

B.4 TRAVEL AND MATERIAL/OTHER DIRECT CHARGES EXPENSES

The Material/Other Direct Charges expense figures in Section B.5 are budgeted amounts that shall not be exceeded by the contractor but included in the overall contract amount.

Material/Other Direct Charges expenses include, in addition to tangible items such as equipment and consumables, services obtained such as through consultants. This category is for expenses in excess of \$100.00 per item or \$500.00 aggregated, which would not ordinarily be considered as absorbed in indirect rates. In general, reimbursement for charges in excess of \$100.00 per item or \$500.00 aggregated will be made only for necessary and reasonable expenses, provided brief justification is contained in subsequent invoices. Travel and Materials/Other Direct Charges shall have general and administrative expenses applied, but no fee or profit. If offeror proposes travel and other direct charges, the costs should be included as a separate line item under this section of the price proposal.

B.5 ESTIMATION FOR SERVICES TO BE FURNISHED AND PRICES

The Contract has established a guaranteed minimum value of \$500,000. The ceiling price for this contract shall not exceed \$5,000,000. The Government is not obligated to order above the minimum amount established for this contract. The estimates below were used for evaluation purposes only and do not obligate the Government to order beyond the guaranteed minimum amount.

B.5.1 Contract Year 1 (Base Year) Sept 2009 – Sept 2010)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	LABOR RATE	ESTIMATED TOTAL
001	Principal Consultant/Prog Mgr	75		
002	Principal Consultant/Project Mgr	300		
003	Senior Consultant	2000		
004	Consultant	1750		
005	Junior Consultant	1765		
006	Researcher	170		
007	Professional Support	1455		
008	Clerical Assistant	355		
009	Travel			19,000
010	ODC			7,000
	Subtotal			

B.5.2 Contract Year 2 (Option 1) Sept 2010 – Sept 2011

CLIN	LABOR CATEGORY	ESTIMATED HOURS	LABOR RATE	ESTIMATED TOTAL
001	Principal Consultant/Prog Mgr	60		
002	Principal Consultant/Project Mgr	151		
003	Senior Consultant	2933		
004	Consultant	1060		
005	Junior Consultant	2196		
006	Researcher	722		
007	Professional Support	706		
008	Clerical Assistant	336		
009	Travel			24,000
010	ODC			8,000
	Subtotal			

B.5.3 Contract Year 3 (Option 2) Sept 2011 – Sept 2012

CLIN	LABOR CATEGORY	ESTIMATED HOURS	LABOR RATE	ESTIMATED TOTAL
001	Principal Consultant/Prog Mgr	60		
002	Principal Consultant/Project Mgr	151		
003	Senior Consultant	2925		
004	Consultant	1065		
005	Junior Consultant	2196		
006	Researcher	723		
007	Professional Support	706		
008	Clerical Assistant	337		
009	Travel			26,000
010	ODC			12,000
	Subtotal			

B.5.4 Contract Year 4 (Option 3) Sept 2012 – Sept 2013

CLIN	LABOR CATEGORY	ESTIMATED HOURS	LABOR RATE	ESTIMATED TOTAL
001	Principal Consultant/Prog Mgr	60		
002	Principal Consultant/Project Mgr	151		
003	Senior Consultant	2898		
004	Consultant	1085		
005	Junior Consultant	2201		
006	Researcher	724		
007	Professional Support	706		
008	Clerical Assistant	335		
009	Travel			27,000
010	ODC			13,000
	Subtotal			

B.5.5 Contract Year 5 (Option 4) (Sept 2013 – Sept 2014)

CLIN	LABOR CATEGORY	ESTIMATED HOURS	LABOR RATE	ESTIMATED TOTAL
001	Principal Consultant/Prog Mgr	60		
002	Principal Consultant/Project Mgr	151		
003	Senior Consultant	2903		
004	Consultant	1065		
005	Junior Consultant	2196		
006	Researcher	722		
007	Professional Support	706		
008	Clerical Assistant	336		
009	Travel			25,000
010	ODC			15,000
	Subtotal			

Grand Total	
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The ceiling set for the resulting award for this solicitation shall not exceed \$5,000,000.00 for the life of the award (base plus four option years)

PART I - SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

49 U.S.C. Subtitle IX—Commercial Space Transportation, ch. 701, Commercial Space Launch Activities (CSLA), U.S.C. §§ 70101 – 70212, and supporting regulations authorizes the Department of Transportation (DOT) to regulate and license U.S. commercial space launch operations. Within DOT, the Secretary's authority under CSLA has been delegated to the Federal Aviation Administration (FAA). Issuing a license or permit for commercial space operations is considered a Federal action subject to environmental review under the National Environmental Policy Act of 1969, as amended (NEPA; 42 U.S.C. 4231, et seq.). The FAA's Office of Commercial Space Transportation (AST) must assess the potential environmental impacts of issuing a license or permit in accordance with NEPA, Council on Environmental Quality (CEQ) NEPA implementing regulations (40 Code of Federal Regulations [CFR Parts 1500 to 1508), and FAA Order 1050.1E, Environmental Impacts: Policies and Procedures, Change 1.

C.2 PURPOSE AND SCOPE

The purpose of this contract is to provide the FAA/AST with expert consultative support in the area of environmental analysis of commercial space launch operations. Contractor tasks will include reviewing environmental analyses provided by applicants; developing NEPA documents such as Environmental Assessments (EAs), Environmental Impact Statements (EISs), and Written Reevaluations (WRs); managing the NEPA public comment process; producing studies and analyses to support environmental documents, developing guidance materials to assist applicants in environmental impact assessment and compliance, and other related actions. Specific tasks are listed in C.3 below.

C.3 TASKS

Task 1: The Contractor shall develop (or, in the case of materials developed and submitted by an applicant, review and comment on) environmental documentation to support new launch or reentry license applications; new launch site or reentry site operator license applications; new experimental permit applications; infrastructure grant applications; or new programmatic environmental documents.

Deliverables under this task:

- Review and comment on environmental documentation submitted by applicants;
- Develop draft and final EAs, or EISs utilizing existing Programmatic documents;
- Develop and maintain EA or EIS project schedules;
- Develop documents peripheral to the EA/EIS such as transmittal letters, Federal Register notices, etc.;
- Develop briefings, meeting materials, and summaries for public meeting;
- Maintain an applicant status data base; and
- Maintain administrative records.

The Contractor shall submit comments for approval within 30 days of receipt of materials from AST. Contractor-generated EA and EIS documents and peripheral documents shall be submitted in accordance with the schedule developed for each individual project.

Task 2: The Contractor shall develop environmental documentation to support renewals for existing launch licenses, launch site operator licenses, and experimental permits. The Contractor shall revise or update existing programmatic environmental documentation. The Contractor shall support AST's role as a Cooperating Agency in reviewing environmental documentation prepared by other federal agencies such as DoD or NASA.

Deliverables under this task:

- Prepare new or supplemental EAs or EISs
- Prepare Written Reevaluations
- Review and comment on EAs or EISs prepared by the applicant
- Review and comment on EAs or EISs for which AST is a Cooperating Agency
- Prepare peripheral documents such as transmittal letters, Federal Register notices, etc.

The Contractor shall submit review comments for FAA approval within 30 days of receipt of materials from AST. EA, EIS, WR and peripheral documents shall be submitted in accordance with the individual project schedule.

Task 3: The Contractor shall support the development and monitoring of mitigation programs for existing and future licenses and permits.

Deliverables under this task:

- Review and comment on mitigation plans submitted by license and permit holders.
- Review monitoring reports as developed by license and permit holders.

The Contractor shall submit documentation for approval within 30 days of receipt of materials from AST.

Task 4: The Contractor shall conduct or review studies and analyses, attend industry conferences, archive documents, and reproduce documents as directed by AST. Analyses may be published as stand-alone reports, consist of briefings or be incorporated in environmental documents. The Contractor shall develop guidance documentation that may be used by license or permit applicants. The contractor shall maintain a library/archive of documents and correspondence related to the NEPA review process. This archive will constitute or supplement the Administrative Record (AR) for the projects conducted under AST's NEPA review process and general environmental management efforts. Documents must be maintained in secure electronic and/or printed format. The Contractor will reproduce and distribute documents as directed by the COTR. Reproduction will generally be in electronic format but may include limited hard copy format at the discretion of the COTR.

Deliverables under this task:

- Develop draft study reports, submitted in accordance with the individual project schedule
- Develop final study reports, submitted within 30 days of receipt of AST comments

- Produce copies of archived documents in either electronic or hard copy format, as directed by the COTR. Documents shall be delivered within 30 days, in either format at the request of the COTR.
- Develop an index of archived documents, as directed.
- Reproduce documents as directed.

Task 5: The Contractor shall assist AST in maintaining and upgrading AST's Environmental Management System in accordance with Executive Order 13423 and other Federal guidance as necessary. This shall include supporting annual audit activities.

Deliverables under this task:

- Develop training materials (either hard copy or electronic courseware)
- Review and update EMS manual.
- Review and update AST's Environmental Management Plans.
- Assist AST in revising EMS based on annual audits.

C.4. PROGRAM MANAGEMENT

The contractor must prepare and submit an electronic monthly status report to the FAA Contracting Officer and COTR. The report shall detail the work performed, hours expended, and products delivered during the previous month and highlight tasks and problems anticipated during the next reporting period. The report and accompanying invoice shall identify sub-projects performed under the Statement of Work tasks and report hours expended against them. If there are concerns about completing the approved work on schedule or within the contract price, the contractor should include this information in the monthly status report and also verbally report to the COTR immediately upon the realization that such conditions exist. Due date is the 15th of each calendar month following the reporting period. The contractor will also prepare an annual program review briefing for the AST division manager.

C.5 SCHEDULE OF DELIVERABLES

Task Reference	Deliverable	Schedule
C.3.1.1	Annual Project Plan	Due 15 days after award of basic contract. Update due 15 days after award of each contract option
C.3.1.2	Monthly progress reports	Due the 15th of each calendar month following the reporting period
C.3.1.3	Comments to applicants' environmental documentation (Task 1)	Due 30 days after receipt of materials from AST
C.3.1.4	New environmental documents (Task 1)	As specified for each project by the COTR

C.3.1.5	Public Meeting Materials (Task 1)	As specified for each project by the COTR
C3.2.1	Comments to applicants' environmental documentation (Task 2)	Due 30 days after receipt of materials from AST
C.3.2.2	Revised or Supplemental Environmental documents (Task 2)	As specified for each project by the COTR
C.3.3	Environmental Monitoring Report (Task 3)	Due 30 days after receipt of materials from AST
C.3.4.1	Draft and Final Study Reports (Task 4)	Draft due as specified for each project by the COTR. Final due 30 days after receipt of comments from AST.
C.3.4.2	Archived Documents (Task 4)	Due 30 days after request for documents by the COTR
C.3.4.3	Reproduction (Task 4)	Due 15 days after repro request by the COTR
C.3.5.1	EMS Plan and EMS Manual Update (Task 5)	Due Jan. 30 annually
C.3.5.2	EMS Training (Task 5)	Due 30 days prior to audit

PART I - SECTION D
PACKAGING AND MARKING

D.1 Packing and Packaging

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

Subject to terms and conditions of resulting vendor's GSA contract.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

**E.1 AMS 3.10.4-5 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
(APRIL 1996)**

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract.

(2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or

correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:

(1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or

(2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation shall not be construed as assurance of acceptance of the finished product.

The Contracting Officer shall make final acceptance of all deliverable items, in writing.

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Subject to terms and conditions of resulting vendor's GSA contract.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 3.2.4-20 INDEFINITE QUANTITY (JULY 1996)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days after expiration.

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance shall be:

- (a) The period of performance of the base contract shall be one year, commencing from the date of contract award.
- (b) Option Period. The Government has the option to extend the period of performance of the contract by an additional four-years period beyond the base period, thereby further extending the period of performance to a total of 5 years.

F.3 EXERCISE OF OPTIONS

- a. This contract is renewable in four increments at the unilateral option of the Government. An option shall be exercised by issuance of a unilateral modification for the subsequent option requirement, as set forth in Section C Statement of Work.
- b. The Government has the right to unilaterally exercise the options specified in Sections B at the established prices.

F.4 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

F.5 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time during the preceding period of performance.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

F.6 DELIVERABLES AND SCHEDULE

The deliverables and delivery schedule will be set forth in each Task Order. Contract administration and reporting deliverables will occur as identified in the Statement of Work Section, or as otherwise identified in Section H. 1 of this contract

F.7 RECURRING STATUS REPORTS

Unless otherwise specified in delivery orders, the Contractor shall distribute copies of each monthly report to the following addresses:

Federal Aviation Administration Attn: Anthony Hubbard, ASU-360 800 Independence Ave., S.W. Washington, D.C. 20591	Federal Aviation Administration Attn: Stacey Zee, AST-100 800 Independence Avenue, S.W. Washington, DC. 20591
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PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION (FAA)

- a. Contracting Officer: The FAA Contracting Officer's name and address are as follows:

FEDERAL AVIATION ADMINISTRATION
Attn: Tim Spencer, Contracting Officer, ASU-360
800 Independence Avenue, S.W.
Washington, DC 20591
Phone: (202) 267-9845

- b. Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Attn: Anthony Hubbard, Contract Specialist, ASU-360
800 Independence Avenue, S.W.
Washington, DC 20591
Phone: (202) 493-4282

- c. Contracting Officer's Technical Representative (COTR)

FEDERAL AVIATION ADMINISTRATION
Attn: Stacey Zee, AST-100
800 Independence Avenue, S.W.
Washington, DC. 20591
Phone: (202) 267-9305

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

G.2 3.10.1-22-CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of clause)

G.3 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the CO.

G.4 PROCEDURES FOR SUBMISSION OF INVOICES

The Contractor shall submit invoices no more frequently than monthly. The Contractor shall place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

*Signature of Contractor's
Authorized Representative*

Date of Invoice”

The invoice package shall include a properly completed commercial invoice in suitable format. For each invoice submitted for payment, the contractor must include the contract number, invoice number and both the Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLINs, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLINs in the award

schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, shall be delivered to the FAA CS, marked "Contracting Specialist's Original Copy," and three (3) copies of each invoice shall be delivered to the FAA's accounting division, one of which is marked "Accounting Division Original Copy," in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contract Specialist:		<i>Accounting Division:</i>
Federal Aviation Administration	US Mail	FEDEX
Attn: Anthony Hubbard, AJA-482	FAA Accounts Payable	FAA Accounts Payable
800 Independence Avenue, S.W.	Branch, AMZ – 110	Branch, AMZ-110
Washington, DC 20591	PO Box 25710	6500 S. MacArthur Blvd.
	Oklahoma City, OK 73125	Oklahoma City, OK 73169

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration "Contract Cost Principles" at AMS 3.3.2-1.

G.5 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- a. All correspondence relative to this contract shall be addressed to the Contract Specialist, ASU-360. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR).
- b. Mail: The Contractor shall use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX) service is encouraged where appropriate.

G.6 TRAVEL COST

Travel shall be reimbursed on a cost plus general and administrative expense (no fee) basis, subject to Joint Federal Travel Regulations (JFTR) guidelines and any other limitations cited below. Funded amounts for travel are indicated in Section B.

- a. The Government will reimburse the Contractor, up to amounts allowed by the JFTR, for reasonable travel expenditures, incurred in the performance of this contract. In maintaining a policy of keeping travel costs 'reasonable' in the performance of this contract, the Contractor agrees to use a cost effective approach and continuously pursue opportunities to lower and contain travel costs using, where practical, group rate arrangements, off-peak travel itineraries and other similar travel cost containment methods. Further, the Contractor agrees to effect procedures to ensure Government

- reimbursable travel expenditures are only incurred when absolutely necessary. To assist it in determining reasonable travel cost objectives, as needed, the Contractor is encouraged to contact the FAA travel office for general guidance. Further, to mitigate the inherently higher rates associated with urgent emergent travel, the Contractor agrees to contact, reasonably in advance, the Contracting Officer for assistance prior to executing such travel, unless documented circumstances clearly indicate such advance contact was not possible.
- b. Incurred travel costs, listed below, will be disallowed for Government reimbursement and considered as being expenditures to be absorbed by the Contractor. Included are costs:
- (i) In excess of amounts allowed by the JFTR;
 - (ii) Within a Government installation, where Government transportation is available;
 - (iii) For personal convenience, including daily travel to and from work;
 - (iv) In the case of urgent emergent travel, in excess of amounts allowed by the JFTR, due to the Contractor not requesting Contracting Officer assistance reasonably in advance except for justifiable and documented circumstances which prevented such advance contact from being possible;
 - (v) In the replacement of personnel; and
 - (vi) For local travel, which is defined as travel originating and terminating within a 50 miles radius of the Washington DC area.
- c. In the case of urgent emergent travel, if the Contracting Officer's assistance has been reasonably requested in advance, or if requested as soon as practical after commencement of travel and properly justified and documented, the Contracting Officer may authorize, on a case-by-case basis, reimbursement for amounts in excess of JFTR rates. The Contractor shall implement procedures to minimize urgent emergent travel. Any Contracting Officer decision regarding reimbursement of travel costs in excess of amounts allowed by JFTR, for urgent emergent travel, shall be a unilateral decision, not subject to dispute or any right contained in the Disputes Clause of this contract.
- d. Employee relocation costs are not authorized for reimbursement.

G.7 MATERIAL AND OTHER DIRECT CHARGES

Material and Other Direct Charges shall be reimbursed on a cost plus general and administrative expense (no fee) basis. Funded amounts are indicated in Section B for material and other direct charges.

G.8 RELEASE OF GOVERNMENT OBLIGATIONS

The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time as a condition precedent to final payment under this contract, a release discharging the Government, its

officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- a. Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement, by the Contractor.
- b. Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

G.9 REPORTS OF PROBLEMS

In addition to the Monthly Reports specified in the Statement of Work, the Contractor shall bring actual or potential problems to the attention of the Contracting Officer and/or COTR as soon as they are known. Oral reports shall be followed by written narrative reports to the Contracting Officer within 5 working days.

G.10 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APRIL 2001)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is

approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts incurred by the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the

Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in

writing to the Contracting Officer not more than 2 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this

contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

**G.11 3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS
TRANSFER (EFT) PAYMENT - CENTRAL CONTRACTOR REGISTRATION (CCR)
(JUNE 2001)**

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor shall provide EFT information to the CCR database. Payments by the Federal Aviation Administration (FAA) under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If EFT makes payment, the FAA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(1) In the event the FAA is unable to release one or more payments by EFT, the Contractor agrees to either:

(i) accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the FAA to extend the payment due date until such time as the FAA can make payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 234-3867. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(2) If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the FAA of the payment receiving point applicable to this contract, the FAA shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(c) Mechanisms for EFT payment. The FAA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the FAA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the FAA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided to the CCR database. No invoice or contract-financing request shall be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

(2) Changes made to an existing record in the CCR database will become effective not later than the 30th day after receipt in the CCR database. However, the Contractor may request that no further payments be made until the changed EFT information is implemented into the CCR database. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (c) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the FAA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the FAA remains responsible for

(i) making a correct payment,

(ii) paying any prompt payment penalty due, and

(iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information in the CCR database was incorrect, or was revised within 30 days at the time of FAA release of the EFT payment transaction instruction to the Federal Reserve System, and:

(i) If the funds are no longer under the control of the payment office, the FAA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the FAA retains the right to either make payment by mail or suspend the payment in accordance with paragraph (d) of this clause.

(g) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor to the CCR database, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the FAA is notified of the defective EFT information.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the FAA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the FAA of a change to the routing transit number, Contractor account number, or account type. The FAA shall use the changed data in accordance with paragraph (d)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d)(2) that no further payments be made until the changed EFT information is implemented by the payment office. The FAA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(End of clause)

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER PROCEDURES

All work performed under this contract will be ordered via task orders approved by the Contracting Officer. The task order will be signed by the Contractor, the COTR and the Contracting Officer. The Task Order will provide a more narrow description of the effort required and shall also set forth the delivery schedule for the specific requirement. The Task Order will be forwarded to the Contractor for review and signature. The contractor will return the Task Order to the COTR. Once the Task Order is reviewed and signed by the COTR, the COTR will forward the Task Order to the Contracting Officer for final approval. Upon final Contracting Officer approval, the Task Order will be forwarded to the Contractor.

- (a) Task Orders – Task orders define and authorize the work to be accomplished by the Contractor. They do not change the terms and conditions of the Contract and shall not be used as a pricing action, change order or a new procurement action.
- (b) Issuance Of Task Orders - The Contracting Officer is the only individual authorized to issue Task Orders or revisions to Task Orders. The Task Order or revisions to Task Orders will specify work to be performed within the general scope of work described in Section C. It is agreed and understood that a fully executed Task Order or revision to a Task Order signed by the Contracting Officer shall constitute authorization for the Contractor to proceed with the work specified therein. No other costs are authorized without the written consent of the Contracting Officer.
- (c) Task Order Limitations - The Contractor shall not proceed with any work until he/she is in receipt of a Task Order or revision to a Task Order which is signed bilaterally by the Contractor and the Contracting Officer.
- (d) Task Order Contents - Each Task Order and revision to a Task Order shall be prepared in accordance with the standardized Task Order format, Attachment J.1. Each Task Order and revision to a Task Order shall be prepared in accordance with the standardized Task Order format, sequentially numbered, e.g., Task Order 0001/1, Task Order 0001/2. Each fully executed Task Order shall contain the following:
 - (1) Contract and Task Order numbers;
 - (2) A detailed description of the work to be accomplished;
 - (3) Delivery Schedule;
 - (4) The applicable appropriation and accounting data, and
 - (5) The signatures of the Contractor, the Contracting Officer's Technical Representative (COTR), and the Contracting Officer.

H.2 NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint

venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services, provide that the required FAA approvals are obtained prior to the performance of the services.

The Contractor must provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor must not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government contractors. The Contractor must not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, must modify or otherwise affect any provision of this contract.

H.3 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

- Written information - 15 days
- Oral information - 15 days
- Congressional information - 10 days

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business entity to which the proposal is being submitted.

H.4 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

All written representations, certifications, and other statements made by the Contractor in Section I of the GSA Schedule Contract, and incident to award of this contract or modification of this contract, are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

H.5 RESERVED

H.6 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with the COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identification badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in Section H.6, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

H.7 CHANGES TO LABOR CATEGORIES

Changes in the labor category descriptions will require the Contractor to immediately notify the Contracting Officer, in order to determine whether formal modification to the contract is needed. Current labor categories deleted or other labor categories may be added from the existing GSA schedule as the FAA and the Contractor mutually agree and establish by formal modification to this order.

H.8 SUBCONTRACTS

Prior to the placement of subcontracts and in accordance with Section I, **3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)**, the Contractor shall insure that:

- a. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties), which contain a requirement for such inclusion in applicable subcontracts.
- b. Any applicable subcontractor's "Representations and Certifications" (see Section K) are current.

The prime Contractor shall be responsible for making flow down payments due to subcontractors in a manner consistent with Government payment to the prime or earlier. The intent of this clause is to assure that payments are made to subcontractors in a timely manner. No contractor should infer that payments to subcontractors are predicated on payments to the prime.

H.9 SUBCONTRACTORS

Before employment of any subcontractor under this contract, other than those already identified at the time of contract award, the Contractor shall obtain the agreement of the Contracting Officer. The advanced notification for consent to subcontract shall be submitted, in writing, to the Contracting Officer. In requesting such agreements, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of

reimbursement. The Contracting Officer has sole responsibility for approving subcontracts and will require 30 calendar days to review an advanced notification for consent. Additional requirements may pertain in Section I, **3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)**.

The Contractor is authorized to use the following subcontractors in the performance of this effort:

SHALL BE DETERMINED AFTER AWARD

H.10 CONSULTANTS

- a. In addition to the provisions of AMS Clause **3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)** (see Section I), the prior written consent of the Contracting Officer shall be obtained whenever an individual and/or commercial entity is to be reimbursed as a "Consultant" under this contract. Consultants are persons possessing special current knowledge or skill that may be combined with extensive operational experience. This background enables them to provide information, opinions, advice, or recommendations to enhance understanding of complex issues or to improve the quality and timeliness of policy development and decision-making.

Whenever Contracting Officer written consent is required, the Contractor shall obtain and furnish to the Contracting Officer information concerning the need for the selection of such consultant services. The Contractor's information shall also contain the reasonableness of the fees to be paid, including but not limited to whether fees to be paid to any Consultant exceed the lowest fee charged by such Consultant to others for performing consulting services of a similar nature. The Contracting Officer has sole responsibility for approving consultants and will require 30 calendar days to review an advanced notification for consent.

- b. The following consultants have been approved for work under this contract:

SHALL BE DETERMINED AFTER AWARD

H.11 EMPLOYEE TERMINATION

- a. **Contractor Personnel:** The Contractor shall notify the CO 5 business days whenever an employee performing work under this contract terminates employment. The Contractor shall be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

- b. **Government Personnel:** If Government personnel obtain an identification card from the Contractor, these should be returned upon completion of assignment or departure from the FAA, whichever comes first. The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.12 RESERVED

H.13 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.14 RESTRICTIONS ON PRINTING AND DUPLICATION

- a. The Congressional Joint Committee on Printing does not intend that Contractors shall become prime or substantial sources of printing for department or agencies. Therefore, the inclusion of printing, as defined in this paragraph, within contracts for the manufacture and/or operation of equipment and for services such as architectural, engineering and research, is prohibited unless authorized by the Joint Committee on Printing.
- b. This regulation does not preclude the procurement of writing, editing, preparation of manuscript copy, or preparation of related illustrative materials as part of the contract; or administrative printing, e.g., forms and instruction materials necessary to be used by the contractor to respond to the terms of a contract. Nor does it preclude recording manuscript copy in digital form for typesetting purposes provided coding instructions have been approved by the Central Printing and Publications Management Office. However, the printing of such material for the Government must be accomplished in accordance with printing laws and regulations.
- c. A requirement for a Contractor to duplicate less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages for the use of a department or agency, will not be deemed to be printing primarily or substantially for a department or agency.
- d. A requirement for a Contractor to produce or procure less than 2500 duplicates from original microform will not be deemed to be printing primarily or substantially for a department or agency.
- e. When printed materials required to be furnished under this contract exceeds the production unit limits or is otherwise not permitted as specified above, the Contractor shall furnish such material with unjustified margins in clear typed text, on one side only, as well as line drawings and photographs which are suitable for camera-ready copy for offset printing.
- f. The restrictions set forth above apply to each individual document and are not cumulative under the terms of the contract.

- g. All printing funded under this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of P.L. 101-163, and all applicable Government Printing Office and DOT regulations.

H.15 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor, and any consultants or lecturers, in the performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor, and any consultants or lecturers, agree to abide by any restrictive use conditions on such data and not to:

Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and

Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, lecturers, or other agents of any kind.

The Contractor agrees to include the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

H.16 ORGANIZATIONAL CONFLICT OF INTEREST

The following provision applies concerning potential or actual organizational conflicts of interest.

3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION-SHORT FORM (AUGUST 1997)

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest (OCI). An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments

of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes refusal by the vendor from the affected contract work. Such refusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuses to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent FAA contracts.

(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

(End of provision)

H.17 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

H.18 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JULY 2002)

(a) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407:

(1) must have resided within the United States for 3 of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3);

(2) a risk or sensitivity level designation can be made for the position; and

(3) the appropriate security screening can be adequately conducted.

(End of clause)

H.19 3.14-4 GOVERNMENT-ISSUED KEYS, IDENTIFICATION BADGES, AND VEHICLE DECALS (JULY 2002)

(a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$10 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO), COTR, and AIN-100. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Headquarters, Washington, DC location shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under AMS clause 3.14-2, Contractor Personnel Suitability Requirements and shall be approved to begin work by the SSE.

(2) To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and authorized by the CO or the COTR. . The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS clause 3.14-2, Contractor Personnel Suitability Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to AIN-100 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: AIN-100, 800 Independence Ave, SW., Washington, DC 20591. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Facility Security Division, AIN-100. Arrangement for processing the identification cards, including photographs and lamination can be made by the contacting the AIN-100 Office, (202) 493-4009.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be tracked by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. [CO to insert name of local contract employee clearance form] will be completed by the contractor and copies will be distributed to the COTR, CO, and ASN-200, Personnel Security Division after completion.

(End of clause)

H.20 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APRIL 2004)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72, Contractor and Industrial Security Program, chapter 4, paragraphs 403g, 403i-I, and/or 409, pertains. Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72, appendix 1.

(b) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position Risk Level: ALL Positions are LOW RISK

(c) Not later than 30 days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint cards shall be written in black ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous Government-directed background investigation, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed.

The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, ASN-200
Office of Investigations
400 7th Street, SW, Room 5402a
Washington, D.C. 20591

Regional and Center Contracts:

[NONE]

The transmittal letter shall also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for

any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(e) The contracting officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) The submittal of all necessary forms within 30 days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted and the SSE has approved the contractor employee to begin work.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)). Additionally, the Contractor shall submit to the SSE and CO on or before the fifth (5th) day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, hire date), and name changes. All lists must be in alphabetical order and have the name of the contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests

of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(j) The contractor and/or subcontractor(s) will immediately contact the FAA Civil Aviation Security Division or Staff in ASN, 200 in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraphs 403g, 403i-I, and 409 of FAA Order 1600.72 do not apply.

(n) The contracting officer shall ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within 5 days of contract award.

(o) The contractor shall comply with the escort requirements stipulated in FAA Order 1600.72, Chapter 4, paragraph 410, unless the operating office implements acceptable alternative security measures.

(End of clause)

H.21 3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting

Officer.

(d) The key personnel and/or facilities under this contract are:

Principal Consultant

Senior Consultant

Consultant

(End of clause)

H.22 CONTRACTOR PERSONNEL REQUIREMENTS

CONTRACTOR PERSONNEL REQUIREMENTS

As indicated in Section B previously, performance under this order will require the labor categories specified and described under the GSA 899.1 Environmental Services Schedule/

In determining if an employee's level of education qualifies for a specific labor category/skill level, the Contractor shall ensure that any degrees the employee has received were obtained from accredited colleges only.

Professional labor categories and skill levels required on this contract for primary personnel active on the contract (either full or part time) must meet the minimum requirements as follows:

Commercial Job Title:	Principal Consultant /Program Manager
Minimum/General Experience:	A minimum of three (3) years of successful program management experience on government or corporate environmental support contracts. At least ten (10) years of successful experience in National Environmental Policy Act (NEPA) work.
Functional Responsibility:	The Principal Consultant serves as the contractor's single contract manager, and is the contractor's authorized interface with all contract and technical Government personnel. Responsible for developing and managing contractor schedules, supervising all other contractor personnel assigned to the project and ensuring delivery of deliverables on schedule. Primarily responsible for successful execution of contract and maintenance and provision of project management reports
Minimum Education:	A Master's degree or higher in engineering, mathematics, science, statistics, space studies, environmental science from an accredited university

Commercial Job Title:	Senior Consultant /Project Manager
Minimum/General Experience:	At least two years experience of progressively increasing responsibility in leading teams in NEPA document preparation. At least five (5) years of successful experience in NEPA work.
Functional Responsibility:	The Senior Consultant serves as the day to day manager of one or more projects or sub-tasks. May work individually, but more typically will lead and manage a small project team.
Minimum Education:	A Master's degree or higher in environmental science, environmental management, engineering, mathematics, science, or statistics from an accredited university

Commercial Job Title:	Consultant
Minimum/General Experience:	At least five years experience of progressively increasing responsibility in environmental analysis and/or preparing of NEPA documentation.
Functional Responsibility:	Provides expertise and professional judgment in the preparation and review of environmental documentation. Performs literature research, conducts technical analyses of environmental impact areas, develops mitigation plans.
Minimum	A BS degree or higher in environmental science, engineering,

Education:	mathematics, science, or statistics from an accredited university
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Commercial Job Title:	Junior Consultant
Minimum/General Experience:	At least two years experience in the area of environmental analysis.
Functional Responsibility:	Provides expertise and professional judgement in the preparation and review of environmental documentation. Performs literature research, conducts technical analyses of environmental impact areas, develops mitigation plans.
Minimum Education:	A BS degree or higher in environmental science, engineering, mathematics, science, or statistics from an accredited university

Commercial Job Title:	Professional Technical Support
Minimum/General Experience:	At least two years of data gathering and management experience.
Functional Responsibility:	Works under close supervision and requires attention to detail as well as an ability to learn new things quickly. Performs data collection (survey work, library research, computer research); literature and background searches, word processing, data entry, computer programming, or analysis. Prepares draft sections of deliverables and proposals. Coordinates document production.
Minimum Education:	Associate degree or Bachelors degree in areas such as business, information technology, public policy, engineering, physical sciences or related disciplines.

Commercial Job Title:	Researcher
Minimum/General Experience:	At least two years of environmentally-related work experience.
Functional Responsibility:	Works under close supervision. Contributes to draft sections of deliverables. Incorporates review comments into final deliverables. Coordinates progress with other work team members. Performs data collection (survey work, library research, computer research).
Minimum Education:	A Bachelors Degree in areas such as business, information technology, public policy, engineering, economics, social sciences, physical sciences or related disciplines

Commercial Job Title:	Clerical Assistant
Minimum/General Experience:	Experienced in use of general office productivity software such as Microsoft Word.
Functional Responsibility:	Works under close supervision. Prepares final versions of correspondence and other documents from drafts. Performs filing duties. Makes travel arrangements. Makes meeting arrangements.
Minimum Education:	A high school diploma or GED. 40 wpm typing. Training in Microsoft Office or similar.

PART II - SECTION I

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-1 Exclusion from Future Agency Contracts	August, 1997
3.1.7-2 Organizational Conflicts of Interest	August, 1997
3.1.7-4 Organizational Conflict of Interest	February, 2009
3.1.7-5 Disclosure of Conflicts of Interest	February, 2009
3.2.2.3-1 False Statements in Offers	July, 2004
3.2.2.3-8 Audit and Records	February, 2009
3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	February, 2009
3.2.2.7-8 Disclosure of Team Arrangements	April, 2008
3.2.5-1 Officials Not to Benefit	April, 1996
3.2.5-3 Gratuities or Gifts	January, 1999
3.2.5-4 Contingent Fees	October, 1996
3.2.5-5 Anti-Kickback Procedures	October, 1996
3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions	June, 1999
3.2.5-8 Whistleblower Protection for Contractor Employees	April, 1996
3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts	April, 2001
3.3.1-17 Prompt Payment	January, 2008
3.3.2-1 FAA Cost Principles	October, 1996
3.4.1-10 Insurance - Work on a Government Installation	July, 1996
3.6.1-7 Limitations on Subcontracting	July, 2008
3.6.2-5 Certification of Nonsegregated Facilities	February, 2009
3.6.2-6 Previous Contracts and Compliance Reports	April, 1996
3.6.2-8 Affirmative Action Compliance	April, 1996
3.6.2-9 Equal Opportunity	August, 1998
3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans	April, 2007
3.6.2-13 Affirmative Action for Workers With Disabilities	April, 2000
3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era	April, 2007

3.6.2-35	Prevention of Sexual Harassment	August, 1998
3.6.2-39	Trafficking in Persons	January, 2008
3.6.3-13	Recycle Content and Environmentally Preferable Products	April, 2009
3.6.3-16	Drug Free Workplace	February, 2009
3.6.4-10	Restrictions on Certain Foreign Purchases	April, 1996
3.10.1-2	Production Progress Reports	April, 1996
3.10.1-3	Penalties for Unallowable Costs	October, 1996
3.10.1-7	Bankruptcy	April, 1996
3.10.1-8	Suspension of Work	August, 1998
3.10.1-9	Stop-Work Order	October, 1996
3.10.1-11	Government Delay of Work	April, 1996
3.10.1-14	Changes - Time and Materials or Labor Hours	April, 1996
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts)	April, 1996
3.10.3-2	Government Property - Basic Clause	April, 2004
3.10.6-3	Termination (Cost Reimbursement) Alternate IV	October, 1996
3.10.6-7	Excusable Delays	October, 1996
3.14-5	Sensitive Unclassified Information (SUI)	July, 2008

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be

incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration
(February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 15 working days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)

(a) In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

(b) For a change of Contractor name the contractor agrees to provide the necessary

documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

(c) The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in AMS Procurement Guidance T3.10.1, "Novation and Change-of-Name Agreements."

(d) When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold up to \$200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Washington Headquarters Orville Wright Bldg. (FOB10A) 800 Independence Avenue, SW, Room 109 Washington, DC 20591. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Washington Headquarters 800 Independence Avenue, SW, Washington, DC 20591 must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AIN-400, Room 315 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: AIN-400, Room 315 800 Independence Ave, SW, Washington, DC 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and

successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AIN-400. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Processing Center, Room 109.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)

(a) This clause does not apply to small business concerns.

(b) Definitions:

(1) Commercial product, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) Subcontract, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(3) The terms "small disadvantaged business and small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(i) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business at least 51 percentum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Whose management and daily business operations are controlled by one or more of such individuals.

(iii) This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found to be disadvantaged by the FAA. The contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations

(4) The term "small business concern owned and controlled by women" shall mean a small business concern:

(i) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) The term "service disabled veteran owned small business concern" shall mean a small business that is 51 percent owned and controlled by a service disabled veteran(s).

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, with women-owned small business concerns, and with service- disabled veteran owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, women-owned small business concerns and service-disabled veteran owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, women-owned small business concerns, and service-disabled veteran owned small business concerns as

subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns;
- (iv) Total dollars planned to be subcontracted to women-owned small business concerns; and
- (v) Total dollars planned to be subcontracted to service-disabled veteran owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to

- (i) small business concerns,
- (ii) small disadvantaged business concerns,
- (iii) women-owned small business concerns and
- (iv) service-disabled veteran owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women- owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with

- (i) small business concerns,

(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns and

(iv) service-disabled veteran owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, service-disabled veteran owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract titled ``Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns' in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required,

(ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,

(iii) Submit SF 294, Subcontracting Report for Individual Contracts, in accordance with the instructions on the SF 294. Submit SF 295, Summary Subcontract Report, in accordance with the instructions on the SF 295 and forward a copy of the SF 295 to the FAA Air Traffic Organization, Acquisition and Business Services, Small Business Development Office located at 800 Independence Ave., S.W., Washington, D.C. 20591, Room 715, AJA-8; and

(iv) Ensure that its subcontractors agree to submit Subcontracting Reports for Individual Contracts and Standard Form 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged, women-owned and service-disabled veteran owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged women-owned, or service-disabled veteran owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating

(A) Whether small business concerns were solicited and if not, why not,

(B) Whether small disadvantaged business concerns were solicited and if not, why not,

(C) Whether women-owned small business concerns were solicited and if not, why not,

(D) Whether service-disabled veteran owned small business concerns were solicited and if not, why not, and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact the following:

(A) Trade associations,

(B) Business development organizations, and

(C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, and service-disabled small business sources.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged, women-owned, and service-disabled veteran owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns in all 'make-or-buy' decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns,.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned or service-disabled veteran owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master plan has been approved,

(2) The offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract titled "Utilization Of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment J-1 Business Declaration Form

ATTACHMENT J.1 BUSINESS DECLARATION FORM

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____
3. Telephone: _____
4. a. Name of Person Making Declaration _____
b. Telephone Number of Person _____
c. Position Held in the _____
5. Controlling Interest in Company (*"X" all appropriate boxes*)
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American
☐ d. Asian American
☐ e. Other Minority _____ ☐ f. Other _____
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j.
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*)

7. Nature of Business (*Specify all services/products*) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. T ☐ a. Sole ☐ b. Partnership
☐
10. Gross receipts of the firm for the last 3 Yrs. _____
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING
STATEMENTS CONCERNING*** _____

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION,
AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION
UNDER THE PROVISIONS OF 18 USCS 1001.**

I

c

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (April 2009)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.6.3-10 Certification of Toxic Chemical Release Reporting (April, 2009)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
☐ Other corporate entity
☐ Not a corporate entity
☐ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
☐ Name and TIN of common parent:
Name _____
TIN _____

(End of clause)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not

necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of clause)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of, _____
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____

3.6.3-11 Toxic Chemical Release Reporting (April 2008)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of Clause)

3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of clause)

PART IV - SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-19 Contract Award (July 2004)

(a) The FAA will award an Indefinite Delivery Indefinite Quantity order contract resulting from this SIR to the responsible offeror whose offer conforms to the SIR and will, as determined by the source selection official, be the best value to us, considering the technical quality, cost or price, and other SIR criteria.

(b) We may:

- (1) Reject any offer if it is in our best interest to do so,
- (2) Accept other than the lowest cost/price offer, and
- (3) Waive minor irregularities in offers received.

(c) We will evaluate offers and award a contract on your initial offer, without communicating with you, or on subsequent offers after communicating with you. In evaluating the offers, we may communicate with any offeror, and may eliminate some firms, limiting offerors participating in the competition to only those most likely to receive a contract award. You should submit your best terms from a cost or price and technical standpoint in your initial offer.

(d) We may accept any item or group of items in an offer, unless you qualify the offer by specific limits. Unless otherwise provided in the SIR, you may submit offers for quantities less than those specified. We reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless you specify otherwise in the offer.

(e) Our award of a contract or acceptance of an offer in writing within the time for acceptance specified in the offer creates a binding contract. Before the offer's specified expiration time, we may accept an offer (or part of an offer, as provided in paragraph (d)), whether or not we communicate with you, unless we get a written notice of withdrawal from you before contract

award. Communication between the parties after we receive your offer does not constitute a rejection or counteroffer by us.

(f) If the prices you propose are materially unbalanced between line items or subline items, we may determine that your offer is unacceptable. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and greater than cost for other work. We may reject unbalanced offers if there is a reasonable doubt that the offer will result in the lowest overall cost to the FAA, even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(g) We may disclose the following information in post-award debriefings to you:

- (1) The source selection official's decision;
- (2) Your evaluated standings relative to the successful offeror(s); and
- (3) A summary of your evaluation findings.

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.1 TIME , DATE , PLACE, AND SUBMISSION OF PROPOSALS

a. MAILING/DELIVERY ADDRESS—Proposals must be mailed, hand-carried, delivered by courier or Express Mail to the Contract Specialist at the following address:

**Federal Aviation Administration
Attn: Anthony Hubbard, Contract Specialist, AJA-482
Room 400W
800 Independence Avenue, S.W.
Washington, DC 20591**

b. QUESTIONS – Any questions or clarification concerning any aspect of the SIR must be prepared in writing and submitted to the Contract Specialist. Questions must make reference to the applicable section of the SIR. Offerors questions and the responses by the Government may form the basis of an amendment to the SIR.

During the period from issuance of the SIR through receipt of the Offeror's proposals, questions must be submitted to the Contract Specialist in writing, no later than 10:00 a.m. EDT on August 28, 2009. Questions must be E-MAIL to Anthony.Hubbard@faa.gov .

c. TIME AND DATE – Proposals must be received by the Contract Specialist at the above location no later than 10:00 a.m.. Eastern Daylight Time September 09, 2009.

d. SIGNED ORIGINALS – One copy of the proposal must contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all copies of the proposal. The FAA will not accept any submission made by facsimile, telex, telegraph, electronic mail, or similar devices. If the identified Contract Specialist or his appointed alternate does not receive a proposal by the specified date and time, it will not be evaluated. Offerors assume full responsibility for ensuring that the appropriate authority receives proposals not later than the date and time specified above.

L.2 PERIOD OF OFFER

Proposals must be considered binding for 120 calendar days from the solicitation closing date. Proposals may offer more than 120 days, however proposals offering less than 120 days may be deemed to be unacceptable.

L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay for the information solicited, nor reimburse the Offerors for any costs incurred in the preparation of, or the submission of any response to this SIR or in making necessary studies or designs for the preparation thereof.

Furthermore, no pre-contract costs must be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

L.4 DISCUSSIONS WITH OFFERORS

The Contracting Officer reserves the right to conduct written or oral discussions with all, some or none of the Offerors. Offerors must be notified of the date, time, and place for any such oral discussions. Any such discussions must be conducted in accordance with FAA acquisition policies and procedures.

L.5 DISPOSITION OF PROPOSALS

Proposals will not be returned, except for timely withdrawals.

L.6 PROPOSAL GENERAL INSTRUCTIONS

Binding and Labeling A binder cover sheet must be affixed to each volume, which clearly identified each volume, volume number, original or copy number (i.e. copy 1 of 4), solicitation number and identification, and Offeror's name. **The name of the offeror must only be included on the "Cover Sheet" of each volume. All other pages must not contain any information which identifies the offeror, such as company name, address, or logo.** *This does not include the use of the company's name on resumes or Small Business Plans, if applicable.* Copy number shall appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. If material for a volume requires more than one book, then that volume must be labeled with the name and number of the volume and book number, if any, i.e., Technical Proposal, Volume II, Book 1 of 2.

Proposals must be complete and conform to the instructions in this section; incomplete proposals or proposals which contain significant deviation may result in the exclusion of such proposals from further consideration. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal.

All proposals must be screened initially for completeness, accuracy and timeliness. Offerors whose proposals that do not meet all three initial screening criteria will not be evaluated further. It is the Offeror's responsibility to ensure the completeness of the proposal. The evaluation of proposals must be conducted on the basis of the information contained in the written proposal. The Government must not assume that an Offeror possesses any capabilities not specified in the written proposal. The Offeror's proposal must be composed of the following:

- Volume 1 – Pricing/Business Proposal - (Paper: 1 Original; Electronic);
- Volume 2 – Technical/Management Proposal - (Paper: Original plus 3 copies; Electronic).
- Compact Disk (CD) – Each offeror will submit 2 CDs. The first will contain both Volumes 1 & 2 and may have any branding (company's name logo, etc.) used by the offeror and this CD must be labeled **CONTRACT SPECIALIST COPY**. The second CD must only contain only the Volume 2 and both the CD label and contents must be void of any branding as specified in the aforementioned section.

Electronic copies shall be submitted in MS Office format. Paper copies shall be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, single side printing only, with text font size no less than 11. Graphics are limited to a minimum font size of 10. Page counts do not include front matter such as table of contents, list of figures, glossary, or cover pages. Foldouts are counted as one page, however, excessive use of foldouts is discouraged. Attachments are included in page count. Elaborate presentation techniques, including color, are neither required nor desired.

Volume 1 – Pricing/Business Proposal

The offeror's Pricing/Business Proposal shall not be page limited. At a minimum the Pricing/Business Proposal shall include the following information:

- Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
- Terms and Conditions – The offeror shall state whether its proposal is in complete compliance with the terms and conditions of the contract.
- Assumptions – The offeror shall describe any assumptions used to develop the proposed prices.

All Pricing/Business Proposals must contain:

1. Solicitation, Offer and Award (SF-33) – Signed - 1 originals
2. SIR SECTION B, Supplies or Services and Prices/Costs
3. SIR SECTION K, Representations, Certifications and Other Statements of Offerors
4. Business Declaration – Section J, Attachment 1.
5. A copy of any official classification letter and/or announcement from the Small Business Administration
6. A copy of the Offerors Environmental Schedule with listed prices and labor categories to include mapping to the labor categories identified in sections B and H of this solicitation.

Volume 2 - Technical Proposal

The contractor's technical proposal shall be limited to no more than 20 typewritten pages, and resumes for each labor category listed in section H.22, which is not part of the 20 typewritten pages. The resumes can contain the name of the Offeror and all necessary information to determine the proposed person meets or exceeds the requirement listed for the particular labor category. Also included is one written sample of no more than 10 pages. The written sample may consist of excerpts of document(s) prepared on past similar efforts.

The offeror's technical proposal shall address the statement of work, the evaluation criteria in Section M.3 and include the following:

- Technical approach to the contract. The proposal shall address the offeror's specific corporate experience and methodology proposed in accomplishing the Statement of Work requirements. The proposal and written sample shall demonstrate the offeror's ability to develop, write, and review environmental documentation addressing space transportation activities and evidence of knowledge of the NEPA and FAA environmental review process as applied to launch vehicles and launch sites. The proposal and written sample shall demonstrate the offeror's knowledge of environmental laws and regulations as they relate to commercial launch vehicles and operation of launch sites, specifically pertaining to environmental quality, cultural resources, and noise analyses and thorough knowledge of U.S. and international space launch vehicles and launch sites.
- Past Experience: The offeror shall describe its corporate experience providing similar services in the past. At a minimum, the description shall include writeups of similar projects. The writeups shall include the following information at a minimum: project title, agency name, project start-end dates, project value (\$), client point of contact (POC) information including e-mail address and telephone number, description of work performed, and a description of why the work is relevant to this Project Statement of Work. The Government intends to use the POCs as references to validate the accuracy of the past experience writeups.

L.7 MODIFICATIONS AND REVISIONS TO SUBMITTALS

If communications indicate that a specific revision to one or more submittals, including proposals, is necessary, only those offerors affected will be requested to submit a modification. Communications with one or more Offerors will not obligate the FAA to offer a common opportunity for all Offerors to revise their proposals. However, any change in FAA requirements affecting the SIR will be conveyed to all competing Offerors as a SIR amendment and all Offerors will be given an opportunity to revise their offers. Modifications may be required at any time during evaluation and before award. Any request for a modification will include a mandatory time for submission. Late modifications will be subject to AMS clause 3.2.2.3-14.

The Government reserves the right to award a contract based on initial submittals received. Therefore, each offer should contain the Offeror's best terms from a price and technical standpoint and should not contain exceptions to any contract provision.

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 General

For this award the FAA will use a tiered evaluation method as follows:

- The first tier shall consist of Socially and Economically Disadvantaged business those expressly certified in the SBA's 8(a) program.
- The second tier shall be all Small Business,
- The third and final tier shall be all Offerors who submitted a proposal irrespective of size or SBA delineation.

This tiered evaluation service two purposes to ensure participation by Small Business and ensure that healthy competition is created. Each tier will be evaluated independently of the other. If two or more Offerors in the first tier receive a rating of Technically Acceptable, then an award will be made within that tier to the Offeror that is both technical acceptable and offers the best value to the Government.

If two Offerors are not found within the first tier then those Offerors within the second tier shall be reviewed. If the combination of the first tier and the second tier provides two technically acceptable proposals, then an award will be made to the Offeror whose proposal is both technically acceptable and offers the best value to the Government.

If after reviewing the second tier if there are not two technically acceptable offers then the FAA will review the third tier, following the aforementioned process to determine who shall receive the award.

M.2 Evaluation Process

Any proposal that does not contain all of the necessary sections listed in section L, or does not meet the due date expressed in section M will not be considered for award.

The successful offeror will be determined based on the overall best value to the Government, price and all other factors, i.e., the Evaluation Criteria, considered. In making this determination, technical factors are more important than price. However, as technical scores become closer, price will become more important.

The FAA reserves the right to award a contract immediately following the evaluation of the initial offer, and may not require discussions or negotiations. Therefore, it is critical that the initial offer be fully responsive to this offer and that it contains the Offeror's best terms.

In evaluating proposals, FAA may conduct written or oral discussions with any and/or all Offerors. Discussions with one or more Offerors do not require discussions with all Offerors.

In conducting the evaluation, FAA will use information contained in the proposal and, in addition, may use information obtained from other sources. However, while the FAA may consider information obtained from other sources, the FAA is under no obligation to do so,

except for past performance information submitted by the offeror, and the burden is on the Offeror to provide a complete proposal.

During the competition, FAA may limit further consideration of proposals to those Offerors with the best likelihood of receiving an award.

An Offeror may submit only one proposal.

M.3 Technical Evaluation Criteria and Scoring

The FAA will evaluate Offeror's proposals based on the evaluation factors below. The weight of each factor is indicated below. A gross deficiency review will be conducted by the Technical Team Lead prior to any proposal being reviewed by the technical review team.

- Factor 1: Staffing & Resumes will be evaluated as meets/does not meet; and
- Factor 2: Technical Capability will be evaluated numerically in four areas and evaluators will identify discriminators (strengths, weaknesses, and risks) likely to impact successful contract performance;
- Factor 3: Past Performance will be evaluated by comparing work of similar scope and size.

Factor 1: Staffing and Resumes (Meets/Does Not Meet)

Staffing and Resumes will be evaluated using the Offeror's resumes and the labor category descriptions and education and experience requirements in **H.6, Position Descriptions**. This evaluation factor will be evaluated as follows: meets or does not meet. Offerors evaluated as “does not meet” will not be further considered for award.

Factor 2: Technical Capability (60%)

Technical Capability will be evaluated to the extent that it demonstrates each firm's technical approach in performing work that is both consistent with and responsive to the requirements of the Statement of Work and that demonstrates the likelihood of successful performance. The following evaluation factors will be used and scored separately.

- Subfactor 1.1 (35%): Demonstrated specific corporate experience and methodology proposed in accomplishing the Statement of Work requirements.
- Subfactor 1.2 (35%): Demonstrated ability to develop, write, and review environmental documentation addressing space transportation activities and evidence of knowledge of the NEPA and FAA environmental review process as applied to launch vehicles and launch sites, based on both the offeror's technical proposal and written sample.

- Subfactor 1.3 (30%): Demonstrated knowledge of environmental laws and regulations as they relate to commercial launch vehicles and operation of launch sites, specifically pertaining to environmental quality, cultural resources, and noise analyses and thorough knowledge of U.S. and international space launch vehicles and launch sites, based on both the offeror's technical proposal and written sample.

**SCORE TO
APPLY**

DEFINITION

3	Exceptional Merit: by demonstrating a thorough understanding of the requirements noted in the Statement of Work.
2	More than Adequate: by demonstrating a clear understanding of the requirements noted in the Statement of Work.
1	Adequate: by demonstrating limited understanding of the requirements noted in the Statement of Work
0	Unacceptable: Element is not addressed, misunderstood, or significantly deficient.

The score above will be multiplied by the significance of each factor to obtain a weighted score.

Evaluators will document strengths, weaknesses, and deficiencies as described below.

Strength: A factor of the Offeror's proposal which meets or exceeds the Government's requirements and which provides a creative, innovative or unique feature likely to provide extra benefit to the Government. A strength is an element of an offeror's proposal that brings added value beyond that of minimum requirements set out in the Statement of Work (SOW).

Weakness: A factor in the Offeror's proposal which, while meeting the minimum requirements of the SIR, is presented in such a manner so as to cause one or more members of the evaluation team to question whether the Offeror could meet the performance requirements. A weakness is an element of an offeror's proposal that, while meeting the minimum requirements of the SOW is presented in such a manner as to afford the offeror a less than desirable competitive position.

Deficiency: Any part of a proposal that fails to satisfy the Government's requirements.

Factor 3: Past Performance (40%)

Past Performance will evaluate the history of performance by the Offeror as a prime or as a first tier subcontractor on projects of similar scope and size. Offerors should not rely on the personal knowledge of the evaluators or assume that data will be obtained from other sources. Offerors are solely responsible for the completeness and accuracy of their proposal submissions. Offerors, however, should anticipate that the FAA will contact the individuals submitted pursuant to L.3.2 and that the FAA will rely on information obtained from those individuals in evaluating the proposal.

Subfactor 3.1 (60%) Past contract performance. Offerors will be evaluated on the extent to which past performance demonstrates successful, relevant, and repeated experience in the Statement of Work areas using the following scoring definitions:

<u>SCORE TO APPLY</u>	<u>DEFINITION</u>
5	<p>Performed as a prime or 1st tier subcontractor within the last 2 years on 3 or more contracts of similar size and scope and has successfully completed:</p> <p>1) Environmental analysis related to space launch vehicles and space launch sites; and</p> <p>2) preparation and facilitation of public and/or interagency meetings.</p> <p>Work was completed ahead of schedule or under budget.</p>
4	<p>Performed as a prime or 1st tier subcontractor within the last 5 years on 3 contracts of similar size and scope and has successfully completed:</p> <p>1) Environmental analysis related to space launch vehicles and space launch sites and</p> <p>2) preparation and facilitation of public and/or interagency meetings.</p> <p>Work was done on time and within budget.</p>
3	<p>Performed as a prime or 1st tier subcontractor within the last 5 years on 2 contracts of similar size and scope and has completed:</p> <p>1) Environmental analysis related to space launch vehicles and space launch sites and</p> <p>2) preparation and facilitation of public and/or interagency meetings.</p> <p>Work not consistently performed on time and within budget..</p>
2	<p>Performed as a prime or 1st tier subcontractor within the last 5 years on 1 contract of similar size and scope and has successfully completed at least one study in the area of :</p> <p>1) Environmental analysis related to space launch vehicles and space launch sites and</p> <p>2) preparation and facilitation of public and/or interagency meetings.</p> <p>Work was consistently late or over budget.</p>
1	<p>Performed as a prime or 1st tier subcontractor within the last 8 years on 1 contract of similar size and scope and has successfully completed at least one study in the area of environmental analysis related to space launch vehicles and space launch sites.</p> <p>Work was not done on time and within budget</p>

Subfactor 3.2 (40%): Key Personnel Performance. The extent to which past performance demonstrates successful, relevant, and repeated experience of proposed key personnel in performance of environmental analyses related to the Statement of Work. Key personnel include the Program or Project Manager and members of the core team.

<u>SCORE TO APPLY</u>	<u>DEFINITION</u>
<u>5</u>	In the last five years: All key personnel have five years of experience in environmental analysis work relevant to space launch and launch site analysis. Each proposed person meets or exceeds the education requirements listed in H.6.
<u>4</u>	In the last five years: At least two key personnel have five years of experience in environmental analysis work relevant to space launch and launch site analysis. Each proposed person meets or exceeds the education requirements listed in H.6.
<u>3</u>	In the last five years: At least two key personnel have four years of experience in environmental analysis work relevant to space launch and launch site analysis. Each proposed person meets or exceeds the education requirements listed in H.6.
<u>2</u>	In the last five years: At least one key personnel has four years of experience in environmental analysis work relevant to space launch and launch site analysis. Each proposed person meets or exceeds the education requirements listed in H.6.